

Agreement No. 42-1-504-053
A.G. Contract No. KR 90-1066 TRD
ECS File: JPA 89-79
Project No. AZM-600-1-504
Tracs No. 101 L MA 55 H2219 01C
Pima Freeway
Section 13a
Utility Relocations & Futures
City of Tempe Contract C92-31

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 1 May, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "STATE") and THE CITY OF TEMPE,
acting by and through its City Council (the "CITY").

I. RECITALS

1. STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned authority to execute this agreement on behalf of the STATE.

2. CITY is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Section 103, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of CITY.

3. Incidental to the construction of the Pima Freeway, from Southern Avenue to the Western Canal, it is necessary to relocate and reconstruct existing waterlines in conflict with the Salt River Project Tempe Canal Relocation and Pima Freeway. These facilities have compensable rights by virtue of being located within dedicated CITY streets, as established by amendment to Section 28-1822, Arizona Revised Statutes, and amendment to Title 28, Chapter 13, Article 2, Arizona Revised Statutes, adding Section 28-1834, thereto.

NO. <u>16575</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/01/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Darryl V. Kraemer</u>

4. The CITY has agreed to abandon one section of 12-inch waterline to be removed by the STATE in lieu of relocation subject to reimbursement by STATE. The CITY proposes to design and construct a 24-inch line to replace the 12-inch line in the future.

5. The CITY has requested the STATE design and construct two sections of their future 24-inch waterline where located under roadway pavement to avoid traffic interruptions in the future.

6. Calculations for the CITY's and STATE's portion for design and construction cost are derived using the same criteria.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

STATE will:

1. Remove and replace 891 L.F. of 12-inch waterline from approximately 100 feet north of Fremont Drive to 450 feet south of Minton Drive, as shown in Exhibit "B", attached hereto and made a part hereof. Design and construction to be the responsibility of the STATE with no reimbursement by the CITY.

2. Remove 3,943 L.F. of 12-inch waterline from Baseline Road to north of Watson Drive, as shown in Exhibit "B". In lieu of replacement, the STATE will reimburse the CITY for replacement costs at the actual bid prices as listed in STATE Project AZM 600-1-504, Tracs No. 101L MA 55 H2219 01C, as shown in Exhibit "A", page 1 of 4, attached hereto and made a part hereof.

3. Remove and replace 110 L.F. of 8-inch waterline across Watson Drive, as shown in Exhibit "B". Design and construction costs to be the responsibility of the STATE with no reimbursement by the CITY.

4. Remove and replace 1,418 L. F. of 66-inch and 43 L.F. of 60-inch waterline from Guadalupe Road to approximately 1,500 feet south. Install 66 L.F. of 24-inch and 64 L.F. of 12-inch waterline appurtenant to the 66-inch replacement. Design and construction to be the responsibility of the STATE with no reimbursement by the CITY.

5. Design and construct 496 L.F. of 24-inch waterline from Baseline Road to approximately 300 feet south, as shown in Exhibit "B". Design and construction costs are to be reimbursed by the CITY at actual unit prices as shown in Exhibit "A", page 1 of 4.

6. Design and construct 72 L.F. of 24-inch waterline across Guadalupe Road as shown in Exhibit "B". Design and construction costs are to be reimbursed by the CITY at the actual unit prices listed in Project AZM 600-1-504, Tracs No. 101L MA 55 H2219 01C, as shown in Exhibit "A", page 1 of 4.

7. Submit design plans for the CITY review and approval.

8. Pay the CITY \$82,944.01, the amount shown in Exhibit "A", page 1 of 4, upon receipt of an invoice.

9. Administer construction contract, inspect materials and installation of utility relocations and futures. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the STATE.

10. Issue a permit for the CITY to construct 24-inch waterline within the STATE's right-of-way.

CITY will:

1. Be responsible for review and approval of the design plans, for review and acceptance of the installation of facilities constructed by the STATE.

2. Assume all maintenance, system liability and costs associated therewith, upon completion of the work. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the CITY.

3. Invoice the STATE, June 30, 1992, \$82,944.01 as shown on Exhibit A, page 1 of 4.

4. Reimburse the STATE for design and construction of 24-inch waterline across Guadalupe Road and Baseline Road at the actual bid unit prices as listed in STATE Project AZM 600-1-504, Tracs No. 101L MA 55 H2219 01C, as shown in Exhibit "A", page 1 of 4.

5. Complete construction of 24-inch waterline from Guadalupe Road to approximately 300 feet south of Baseline Road as shown in Exhibit "B", prior to award of STATE roadway construction project 101L MA 55 H2224 01C, Section 13, Phase III. All costs shall be borne by the CITY.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement may be cancelled at any time prior to the award of construction contract, upon thirty (30) days written notice to the other party.

2. Maintenance of the CITY's facilities covered by this agreement shall be provided for by the CITY after a permit is issued by STATE, provided, however, the CITY shall have a right to make emergency repairs to said facilities upon notice to STATE and at the expense of the CITY.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Room 616E
Phoenix, Arizona 85007

City Manager
City of Tempe
31 East 5th Street
Tempe, Arizona 85281

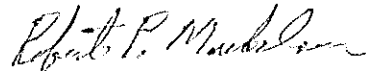
8. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE, a Municipal Corporation,

By: 
HARRY E. MITCHELL
Mayor

STATE OF ARIZONA
Department of Transportation

By: 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest

By: 
City Clerk

EXHIBIT "A"
SUMMARY OF COSTS
(SEE PAGES 2, 3 AND 4 FOR COST BREAKDOWNS)

Design

Log No.	Description	Amount due ADOT	Amount due Tempe
42-421	Future 24" Waterline - crossing Baseline Road	\$4,013.62	
42-243	Future 24" Waterline - crossing Guadalupe Road from 60" Main Plus 5% for Engineering & Administration	\$1,016.70 \$251.52	
		<u>\$5,281.84</u>	
42-270	Credit for estimated design of 12" waterline to be replaced by City:		\$14,700.00
	Difference in Design Costs:		\$9,418.16

Construction

Log No.	Description	Amount due ADOT	Amount due Tempe
42-241	Future 24" Waterline - crossing Baseline Road	\$81,870.00	
42-243	Future 24" Waterline - crossing Guadalupe Road from 60" Main Plus 15% for Engineering & Administration	\$16,885.00 \$14,813.25	
		<u>\$113,568.25</u>	
	Credit for 12" waterline to be replaced by City:		\$187,144.10
	Difference in Construction Costs:		\$73,575.85
	Total Amount to be paid by ADOT to City:		\$82,994.01

Agreement No. 42-1-504-053
Pima Freeway
Section 13a
Project No. AZM-600-1-504
Tracs. No. 101 L MA 55 H2219 01C

EXHIBIT "A" **DESIGN COST BREAKDOWN** **FOR CITY OF TEMPE FUTURES**

Design Cost Summary

DCCO Log No. 42-241

Future 24" Waterline - Baseline Road Crossing

Description	Hours	Hourly Rate	Total
Project Engineer	20	\$18.15	\$363.00
Design Engineer	55	\$13.15	\$723.25
Drafter	40	\$11.25	<u>\$450.00</u>
Total Direct Wages:			\$1,536.25
Overhead @ 130.47%:			\$2,004.35
Subtotal:			\$3,540.60
Net Fee @ 13.36%:			<u>\$473.02</u>
Design Fee:			\$4,013.62

DCCO Log No. 42-243

Future 24" Waterline - Crossing Guadalupe Road from 60" Main

Description	Hours	Hourly Rate	Total
Project Engineer	2	\$18.15	\$36.30
Design Engineer	14	\$13.15	\$184.10
Drafter	15	\$11.25	<u>\$168.75</u>
Total Direct Wages:			\$389.15
Overhead @ 130.47%:			\$507.72
Subtotal:			\$896.87
Net Fee @ 13.36%:			<u>\$119.82</u>
Design Fee:			\$1,016.69

Subtotal of Design Costs: \$5,030.31
Plus 5% for Engineering and Administration: \$251.52
Amount Due ADOT for Design and Futures for City: \$5,281.83

EXHIBIT "A" CONSTRUCTION COST BREAKDOWN FOR CITY OF TEMPE FUTURES

Construction Cost Summary

Log No. 42-241

Future 24" Waterline - Baseline Road crossing

Bid Item	Description	Quantity	Unit	Bid Cost	Amount
4061004	Pavement Cut and Replacement	214	Sq. Yd.	\$40.00	\$8,560.00
8080271	6" Valve w/ Tapping Sleeve	1	Ea.	\$800.00	\$800.00
8080274	12" Valve w/ Tapping Sleeve	2	Ea.	\$1,800.00	\$3,600.00
8080649	Valve Box (Detail 391-1, Type C)	3	Ea.	\$100.00	\$300.00
8080651	Fire Hydrant	1	Ea.	\$1,500.00	\$1,500.00
8081417	6" Pipe, Ductile Iron (Class 52)	20	L. Ft.	\$25.00	\$500.00
8081438	12" Pipe, Ductile Iron (Class 52)	35	L. Ft.	\$38.00	\$1,330.00
8081473	24" Pipe, Ductile Iron (Class 52)	496	L. Ft.	\$130.00	\$64,480.00
9080051	Concrete Curb & Gutter (C-5.10, A)	24	L. Ft.	\$15.00	\$360.00
9080201	Concrete Sidewalk (Std. C-5.20)	220	Sq. Ft.	\$2.00	\$440.00
Subtotal:					\$81,870.00

Log No. 42-243

Future 24" Waterline - crossing Guadalupe Road from 60" Main

Bid Item	Description	Quantity	Unit	Bid Cost	Amount
4061004	Pavement Cut and Replacement	55	Sq. Yd.	\$40.00	\$2,200.00
8080278	24" Valve	1	Ea.	\$5,000.00	\$5,000.00
8080649	Valve Box (Detail 391-1, Type C)	1	Ea.	\$100.00	\$100.00
8081473	24" Pipe, Ductile Iron (Class 52)	72	L. Ft.	\$130.00	\$9,360.00
9080051	Concrete Curb & Gutter (C-5.10, A)	5	L. Ft.	\$15.00	\$75.00
9080201	Concrete Sidewalk (Std. C-5.20)	75	Sq. Ft.	\$2.00	\$150.00
Subtotal:					\$16,885.00

Construction Costs:	\$98,755.00
Plus 15% for Engineering & Administration:	\$14,813.25
Amount due ADOT for Construction of Futures for City:	\$113,568.25

EXHIBIT "A"
BREAKDOWN OF COSTS
FOR WATERLINES TO BE CREDITED TO THE CITY

Log No. 42-270

Replace 12" Waterline - North side of Baseline Road to Watson Drive

Design Costs

3943 L.F. of waterline at 1200 L.F. per sheet = 4 sheets
Allowance for detail, cover sheets, etc = 3 sheets
7 total sheets

7 Total sheets at 40 manhours/sheet = 280 manhours
280 manhours at \$50.00 per manhour = \$14,000.00 design subtotal

Design Subtotal: \$14,000.00
Plus 5% for Engineering & Administration: \$700.00

Design Total: \$14,700.00

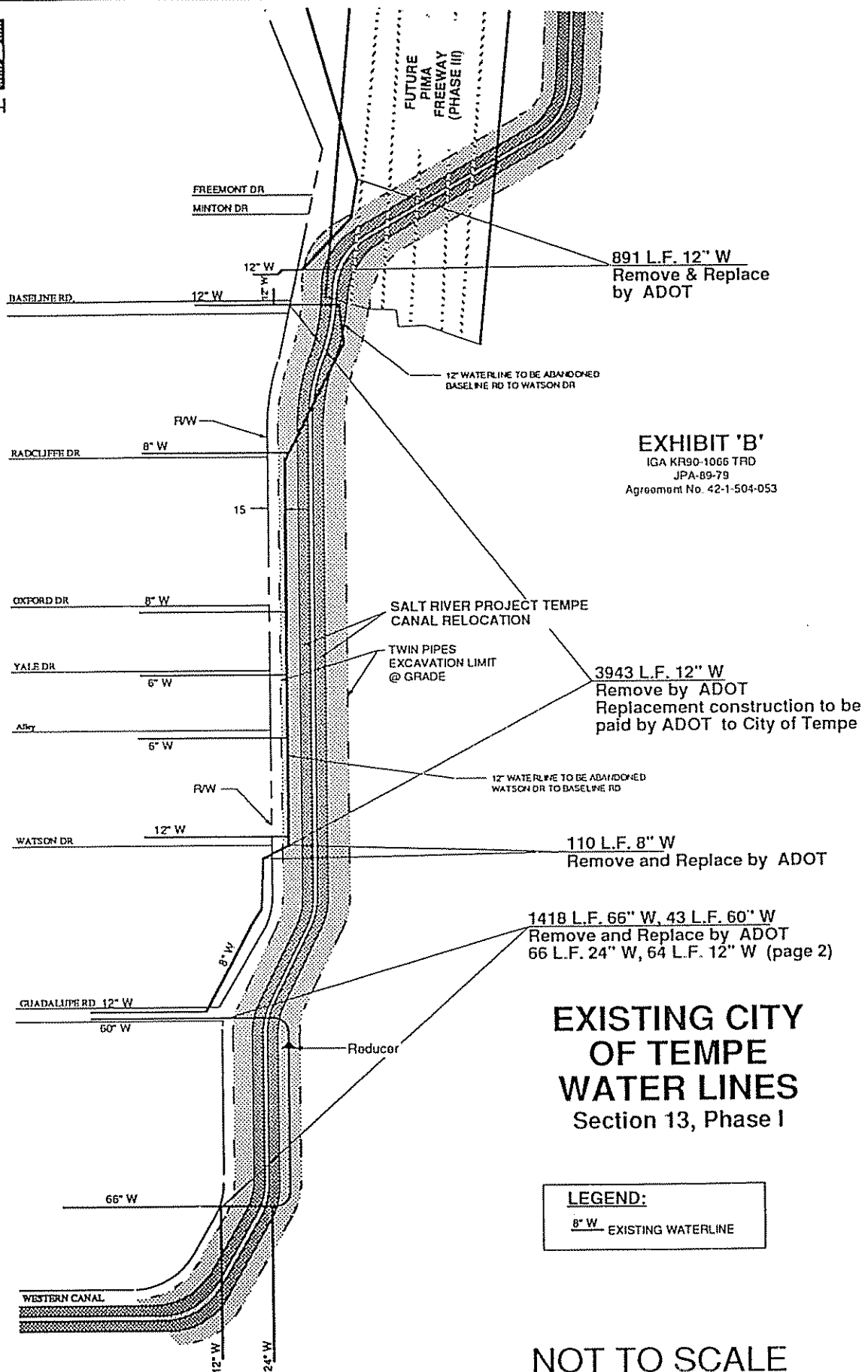
Construction Costs

Bid Item	Description	Quantity	Unit	Bid Cost	Amount
8081438	12" DIP (Class 52)	3943	L.F.	\$38.00	\$149,834.00
8080262	12" Valve	11	Ea.	\$900.00	\$9,900.00
8080256	6" Valve	1	Ea.	\$300.00	\$300.00
8080649	Valve Box (Detail 391-1, Type C)	12	Ea.	\$100.00	\$1,200.00
8080651	Fire Hydrant	1	Ea.	\$1,500.00	\$1,500.00

Construction Subtotal: \$162,734.00
Plus 15% for Engineering & Administration: \$24,410.10

Construction Total: \$187,144.10

Total Estimated Cost for Waterline Replacement: \$201,844.10



EXISTING CITY OF TEMPE WATER LINES

Section 13, Phase I

LEGEND:
8" W - EXISTING WATERLINE

NOT TO SCALE

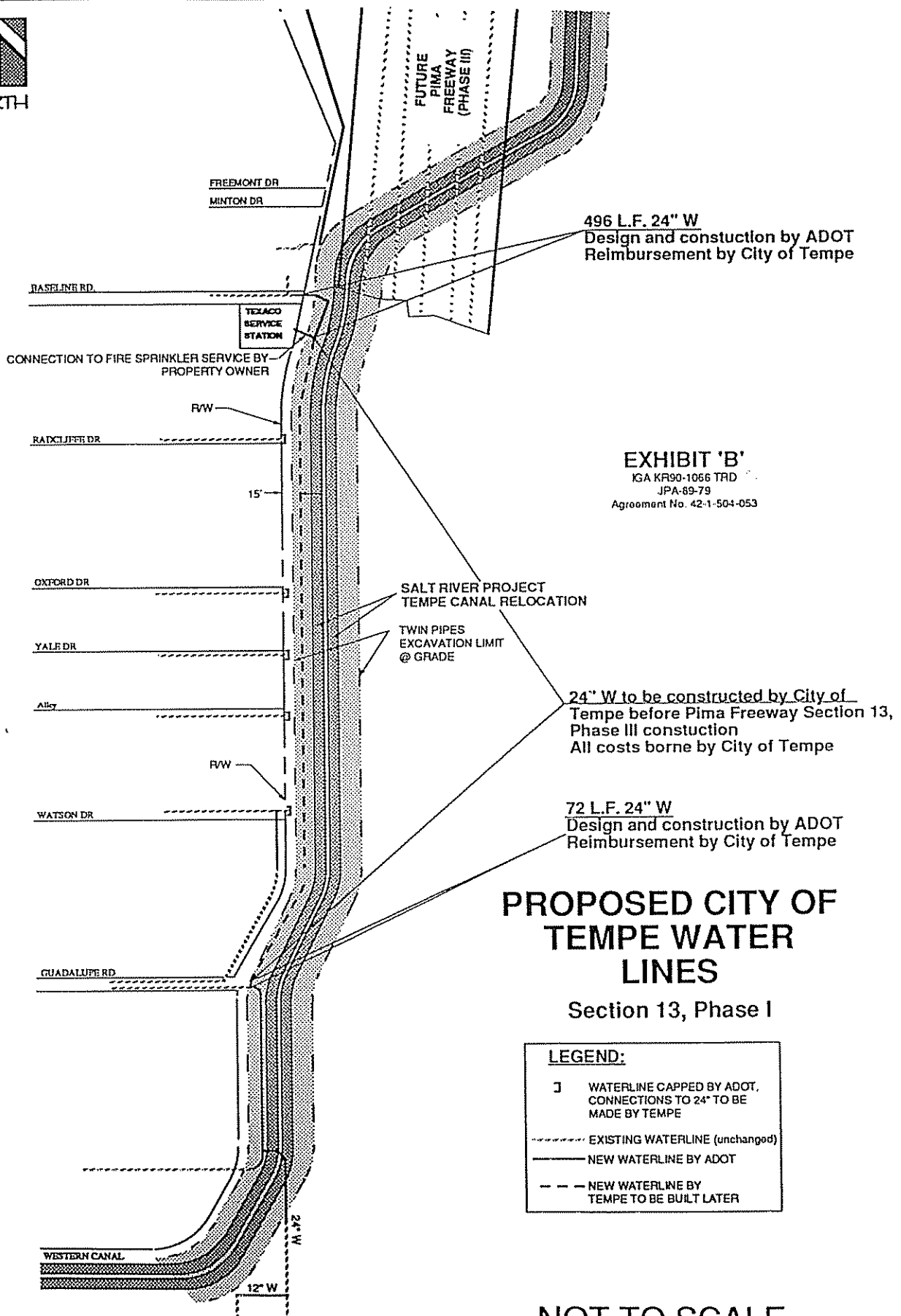


EXHIBIT 'B'

IGA KR90-1066 TRD
JPA-89-79
Agreement No. 42-1-504-053

**PROPOSED CITY OF
TEMPE WATER
LINES**

Section 13, Phase I

LEGEND:

J WATERLINE CAPPED BY ADOT,
CONNECTIONS TO 24" TO BE
MADE BY TEMPE

----- EXISTING WATERLINE (unchanged)

———— NEW WATERLINE BY ADOT

- - - - NEW WATERLINE BY
TEMPE TO BE BUILT LATER

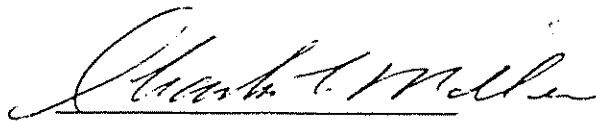
NOT TO SCALE

Outer Loop Highway
Section 13a
Tracs No. 101 L MA 55 H2219 01C
Intergovernmental Agreement No. 42-1-504-053

RESOLUTION

BE IT RESOLVED on this 16 day of February, 1989, that I, CHARLES L. MILLER, as Director of the Department of Transportation, have determined that in the interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the CITY OF TEMPE to relocate existing waterlines located within State Right-of-Way between SR 360 and the Western Canal, which is necessary for construction of the Outer Loop Highway.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



CHARLES L. MILLER, Director
Arizona Department of Transportation

RESOLUTION NO. 92.09

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF
TEMPE, ARIZONA, AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF
TRANSPORTATION

* * * * *

WHEREAS, the City of Tempe has prepared plans, estimates,
and specifications for the construction of a 24" water transmission
main along Price Road from Baseline Road to Guadalupe Road, and

WHEREAS, with the construction of the Pima Freeway from
Southern Avenue to the Western Canal, it was necessary to relocate and
reconstruct existing waterlines in conflict with the Salt River
Project canal relocation and Pima Freeway, and

WHEREAS, these facilities have compensable rights by virtue
of being located within dedicated City streets, as established by
amendment to Section 28-1822, Arizona Revised Statutes, and amendments
to Title 28, Chapter 13, Article 2, Arizona Revised Statutes, adding
Section 28-1834, thereto, and

WHEREAS, The Arizona Department of Transportation has
prepared an agreement setting forth the provisions and
responsibilities for construction of said project, and

WHEREAS, the Arizona Department of Transportation has
estimated the costs of their participation as \$82,944.01.

Resolution No. 92.09
Page Two


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF TEMPE, ARIZONA, as follows:

That the Mayor of the City of Tempe, hereby be authorized to
execute an agreement with the Arizona Department of Transportation
setting forth the provisions and responsibilities for construction of
a 24" water transmission main along Price Road from Baseline Road to
Guadalupe Road, Project No. 83074.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA
this 27th day of February, 1992.

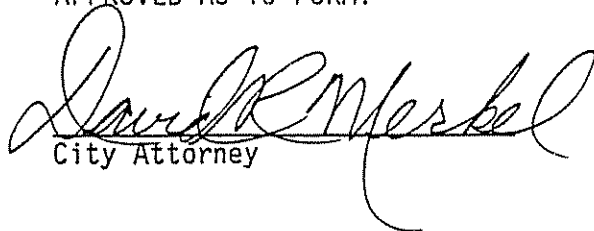

Mayor

ATTEST:


City Clerk

I, Helen R. Fowler, the duly appointed
City Clerk of the City of Tempe,
Maricopa County, AZ., do hereby certify
the attached to be a true and exact cop
of Resolution 92.09, passed and adopted
at the Regular Council Meeting of
February 27, 1992, by the Tempe City
Council, Tempe, Arizona.

APPROVED AS TO FORM:


City Attorney

DATED this 30th day of March, 1992.

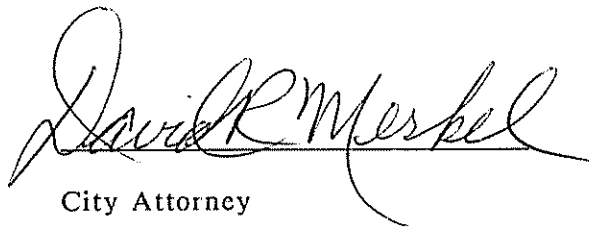

Helen R. Fowler, CMC
City Clerk

Attachment

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 25th day of March, 1998.


City Attorney

UR-42-236-T.4-22



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

April 22, 1992


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR90-1066-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of April, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
7333G/50